

ARTICLE 17

OVERTIME

Section A. Definitions.

1. Overtime. Overtime is authorized time that an eligible employee works in excess of eight hours in a workday (up to twelve hours for employees working alternate work schedules as defined in Article 16, Section L.) or 80 hours of work time, as defined in A.3. below, in a biweekly work period. For purposes of this Section, hours worked on the first shift immediately following a regularly scheduled third shift shall be considered to be in the same work day for third shift employees.
2. Biweekly Work Period. The biweekly work period is as defined in Article 16, Section A., Hours of Work and Scheduling.
3. Work Time. All of the following shall be included in work time.
 - a. All hours actually spent performing duties on the assigned job. (See also Article 34.)
 - b. Paid Leave Status – Sick leave and annual leave shall not be considered work time for purposes of this Article. All other hours in paid leave status shall be included in work time when taken and paid in accordance with this Agreement, including administrative leave and annual leave “buy back”, not to exceed eight hours per day (up to twelve hours for employees working alternate work schedules).
 - c. Paid Holiday Absence - When paid in accordance with Article 18, Holidays.
 - d. Rest Periods - Taken in accordance with Section J. of Article 16, Hours of Work and Scheduling.
 - e. Meal Periods - Where the employee is required to remain at his/her post, station or duties, as provided in Section I. of Article 16, Hours of Work and Scheduling.
 - f. Call-in Time - Time paid in accordance with Section E. of this Article.

- g. Grievance Administration - Time spent in processing or representing grievances but only to the extent authorized in Section G. of Article 9, Grievance Procedure.
- h. Travel time required by and at the direction of the Employer including travel between job sites before, during or after the regular workday.

Section B. Eligibility for Overtime Credit.

Subject to the provisions of Section C. below, the Employer agrees to compensate employees at the premium rate of time and one-half (1½) times their "regular rate of pay" in payment, or in compensatory time, for all hours of work time worked in excess of eight hours in a work day or 80 hours per biweekly work period. Employees working alternate work schedules will be paid for daily overtime in accordance with Section L. of Article 16, Hours of Work and Scheduling. The term "regular rate of pay" shall have that meaning established by the Federal Fair Labor Standards Act. Further:

The Employer agrees to compensate employees at the premium rate of time and one-half (1½) in payment, or in compensatory time, in accordance with this Agreement regardless of whether such overtime is worked in a work period containing a contractual holiday. In the event compensatory time is earned, shift differential (if applicable) shall be paid in accordance with Article 31.

Section C. Overtime Compensation.

1. Compensatory Time - The amount of compensatory time credit earned shall equal one and one-half (1½) times the amount of actual overtime hours worked, pursuant to the eligibility standards of Section B. of this Article.

An employee may, with prior notice to the Appointing Authority, and except as provided for in Article 34 choose either to receive payment or compensatory time, for all overtime hours actually worked, subject to a maximum accumulation of 100 hours of compensatory time. Overtime credit earned on a particular day may not be split between pay and compensatory time, except once each year to allow the employee to reach the annual 150 hour accrual cap.

Subject to the 100-hour cap each fiscal year, an employee may accrue the first 150 hours of compensatory time at his/her sole discretion. Thereafter, during the remainder of the fiscal year any such accrual beyond the initial 150 hours shall only be by mutual agreement between the employee and the Employer. Compensatory time hours accumulated and not used in a fiscal year shall be carried forward into the following fiscal year.

The compensatory hours accrued by employees shall not be used in the calculation of the annual leave formula.

An employee who wishes to use such compensatory time may do so with the prior approval of the designated supervisor, who shall establish no criteria for such approval other than would be used to respond to an annual leave request.

Compensatory time credits shall normally be used before the employee may utilize annual leave. An exception would be made (1) where an employee at the annual leave accrual maximum would thereby be caused to forfeit annual leave accrual; or (2) if the employee has an accumulated annual leave balance of at least 200 hours and wishes to use a block of time of eight or more hours of annual leave; or (3) the employee is using annual leave credits which he/she has notified the Employer will be "bought back", and the Union has confirmed it, but only in accordance with Article 7 of this Agreement.

An employee who has accumulated 100 hours of compensatory time shall only be entitled to payment for any additional overtime worked. Upon separation for any reason which would require payment of annual leave balances, the employee shall be paid for all unused compensatory time at base pay rates then in effect.

Unused (and unpaid) compensatory time credits of an employee who is separated from state employment, or who transfers to a different appointing authority, shall be paid at the time of such separation or transfer. The rate of payment shall be either the employee's base rate, or the average base rate received by the employee during the last three years of employment, whichever is greater. Unused compensatory time credits of an employee who is laid off shall be paid in the same manner as annual leave.

At the employee's option, the employee may apply to receive payment for unused compensatory time credits. The employee shall provide the agency with written notice of the number of hours for which he/she wishes payment during the first full pay period in September. The maximum number of hours for which the employee may seek payment shall be the lesser of 80 hours, the number of compensatory time hours credited to the employee on the date of notice, or the number of compensatory time hours credited to the employee at the time that payment is made.

Payment shall be made not later than the end of the first full pay period in the following December. The rate of payment shall be either the employee's base rate of pay at the time of payment, or the average base rate received by the employee during the last three years of employment, whichever is greater. In the event there are not sufficient funds allotted to pay off all the compensatory hours timely applied for, the available funds shall be allocated among requests on the basis of the applicants' seniority.

An employee who applies for payment for unused compensatory time credits shall not be eligible to receive overtime pay in the form of compensatory time credits during the fiscal year which begins following the month in which application is made.

Payment for unused compensatory time credits shall not be treated as hours worked or hours in pay status for purposes of overtime calculation or any benefit accrual.

Compensatory hours for which the employee has requested payoff pursuant to the paragraphs above shall not be included in the annual leave formula.

To implement this Subsection, the Department of Corrections and the Department of Community Health will each establish a Department-wide account for FY 08-09, 09-10, 10-11. The amount for each of the fiscal years shall not exceed \$100,000 in the Department of Corrections and \$5,000 in the Department of Community Health. These appropriations shall be available exclusively for the purpose of funding payments and related FICA and Retirement contributions to Security Unit employees for unused compensatory time credits in accordance with this Subsection.

It is the intent of the parties that unspent and unencumbered balances at the end of a fiscal year shall be carried forward only for such use in the subsequent fiscal year, if authorized by the Legislature.

2. Payment.

- a. Regular Rate - The employee's rate per hour, including any applicable shift premium.
- b. Premium Rate is one and one-half (1½) times the employee's regular rate.
- c. The Employer shall make a good faith effort, where possible and in accordance with current practice, to pay for overtime worked on the payday of the first pay period following the biweekly work period in which the overtime was worked.

Section D. Pyramiding.

Premium payment shall not be duplicated (pyramided) for the same hours worked. If an employee works on a contractual holiday, overtime compensation for the first eight hours (ten hours for employees working alternate work schedules) worked on the holiday is due and payable only after 80 hours work time in a biweekly work period are exceeded.

Section E. Call-In.

Call-In is defined as the act of contacting an employee in accordance with Section F. of this Article at a time other than the regularly scheduled shift and requesting/directing that the employee report for work, ready and able to perform assigned duties. Employees who are called in and whose call in time is immediately adjacent and prior to their scheduled shift starting time will be paid only for those hours worked. Employees who are called in and whose call in hours are not immediately adjacent and prior to their scheduled shift starting time will be paid a minimum of two hours compensation at the premium rate.

With the exception of mobilization exercises, when the Employer calls an employee in for in-service training, the Employer will make a good faith effort to not call an employee in on such employee's scheduled regular day off.

Section F. Overtime Distribution Procedure.

The Employer has the right to require an employee to work overtime, and to schedule overtime work as required in the manner most advantageous to the Employer and consistent with the requirement of State employment and the public interest.

1. Department of Corrections. In the Department of Corrections an employee, if eligible, may apply for overtime assignments on each shift. Each shift shall maintain its own overtime Activation List. The Activation List shall be developed on a daily basis, and shall not be carried on to other days.
 - a. Voluntary Overtime Distribution Procedure: Overall preference for unscheduled overtime will be given to employees who are on the Activation List.
 - (1) First preference for overtime assignments shall be given to employees who are assigned to the shift scheduling the overtime, but who are on their regular day off (RDO).
 - (2) Second preference shall go to all other eligible shifts.
 - (3) An employee requesting to work overtime shall activate their name on the Activation List at least 22 hours prior to the start of the overtime shift, but no more than 96 hours prior to the start of the shift.
 - (4) All employees' names will be added to the list, and subdivided by preference. At the closing of the time period for the Activation List, the hours the employee has on the Overtime Equalization List (OEL) will be used to determine the order for the overtime selections for that shift. Each category shall rank the names of employees by the least number of overtime hours worked in the quarter.
 - (5) Supervision shall offer available overtime first to the First preference employees qualified for the assignment. If enough First preference volunteers do not accept the overtime assignments, then the supervisor shall offer the overtime to Second preference employees qualified for the assignment. In each case, overtime shall be offered first to the employee with the lowest number of recorded overtime hours in ascending order. When there is a tie in hours

recorded, the overtime will be offered to the most senior employee in each preference category.

In the event of incremental overtime (assignments lasting less than a full shift), the assignment with the highest number of hours shall be offered to the employee with the least number of hours on the OEL. A refusal of incremental overtime shall not constitute a refusal for purposes of ineligibility defined herein.

(6) Assignments Necessitating Required Qualification or Specific Gender: An employee who does not possess the special qualifications and ability required, (if any) to perform the particular overtime work or who does not meet any legally required or implied gender requirement may be bypassed. Under normal circumstances, the Employer shall make an affirmative effort to alter daily assignments of on-duty staff to prevent employees from being passed over on the OEL. All voluntary overtime hours worked shall be recorded on the OEL.

(7) Requests to Remove Name From List: An employee may withdraw his/her name from the Activation List up to two hours prior to the start of the shift for which he/she has applied. A timely withdrawal of a request to work overtime does not constitute a refusal to work for purposes of overtime eligibility or removal from the list for the remainder of the quarter. The employee will be charged the hours as if they had worked the overtime if the cancellation occurs after the Activation List is closed. Officers already prescheduled for overtime may have their name removed from the list but will be charged a refusal and hours on the OEL.

Officers calling in sick to their normal shift shall be allowed to have their names removed from an upcoming activation list(s) at the time they call in without being charged a refusal or hours on the OEL. However if they fail to request to have their name removed from the list(s) they will be charged a refusal and hours on the OEL if they would have been selected for overtime. Officers prescheduled for overtime may have their name removed from the list but will be charged a refusal and hours on the OEL.

Officers are presumed to have accepted the overtime if they have signed up on the list and supervision has either contacted the employee at the facility or attempted contact at the phone number designated by the employee. Contact with a telephone device will be presumed if the employer leaves a message, or attempts to leave a message on the device. Failing to report shall constitute a refusal for purposes of ineligibility as described below, and the employee will be charged the hours offered.

If an employee refuses overtime on three occasions within a quarter, he/she shall not be eligible to work voluntary overtime for the remainder of the quarter.

- b. Mandatory Overtime Scheduling: If enough qualified employees on the applicable Activation list do not accept and work the offered overtime, the Employer shall assign mandatory overtime by inverse order of the bottom half of the shift seniority list (rounding down) for the departing shift on a rotational basis.

Mandatory overtime shall be recorded by instance and not hours. Employees who are unavailable for overtime because they are not at work or are not qualified for assignment will be bypassed. Such employees will be considered at the top of the list for the next mandatory overtime shift for which they are available.

At a work location with 100 or fewer Bargaining Unit employees, the mandatory overtime list (seniority list) may consist of all bargaining unit employees in active payroll status at the work location, regardless of shift.

(1)Mandatory Overtime Necessitating Required Qualifications or Specific Gender: An employee who does not possess the special qualifications and ability required, (if any) to perform the particular overtime work or who does not meet any legally required or implied gender requirement may be bypassed. The Employer shall make an affirmative effort to alter the assignments of on-duty staff to facilitate fair and equitable distribution of mandatory overtime.

(2)Leave Exception: An employee will be exempt from mandatory overtime on the last schedule shift prior to the

employee's previously approved leave time. The employee shall notify the scheduling supervisor if he or she qualifies for this exemption.

- (3) "32-Hour" Rule: An employee shall not be required to work overtime on a mandatory basis within the 32-hour period following the beginning of the last overtime shift of more than four hours the employee worked. The employee shall notify the scheduling supervisor if he or she qualifies for this exemption.
 - (4) Relief Of Mandatory Overtime: The highest senior employee mandated to work overtime shall be offered the first opportunity to be relieved.
 - (5) Holdovers. When overtime is expected to last two hours or less, the Employer shall first ask for volunteers from the employees present on the shift. Any voluntary overtime hours worked shall be recorded on the OEL. If there are not enough volunteers, the Employer will utilize the mandatory overtime process. If there are not enough employees available to mandate, the employee working the assignment on the shift may be held over until relief is provided. Holdovers are considered an instance of mandatory overtime if the employee is not working voluntary overtime and if the employee who is scheduled to relieve him/her is not at the facility at the time that the employee's work time exceeds his/her normal work schedule.
- c. Work in Excess of 16 Consecutive Hours: An employee shall not be charged hours on the OEL if:
- (1) The employee refuses to work voluntary overtime in excess of 16 consecutive hours; or,
 - (2) The Employer refuses to allow an employee to work in excess of 16 consecutive hours.
 - (3) In addition, the Employer shall refuse to allow an employee to work three shifts in a 24 consecutive hour period except in an emergency situation as defined in Section H of this Article and in Article 33. An employee shall not be charged the hours.

d. Recording of Overtime Hours:

- (1) Voluntary Overtime Hours: All voluntary overtime hours which are actually worked shall be recorded on the OEL. All voluntary overtime shall be recorded to the tenth of the hour worked. Absent significant extenuating circumstances, overtime hours worked will normally be recorded on the OEL within two hours of the start of the overtime shift. If necessary, adjustments to charged overtime hours to reflect actual overtime worked will normally be recorded by the end of the shift. For employees reporting after the first two hours of the shift, overtime hours worked will normally be recorded on the OEL by the end of the shift the overtime is worked.
- (2) Refusal of Offered Overtime: An employee shall be charged the number of hours offered on a particular shift if the employee applies for overtime on the shift, and then refuses the overtime offered, without having removed his/her name before the two hour time limit.
- (3) Mandatory Overtime Hours: Mandatory overtime hours shall not be recorded on the OEL.
- (4) Holdover Hours: Holdover hours shall not be added to the OEL but shall be recorded as an instance of mandatory overtime in accordance with (1.b.5) above.
- (5) Work-in-Progress: Overtime hours incurred due to work in progress shall not be added to the voluntary overtime list and it will not be considered voluntary overtime nor count as mandatory overtime for purposes of administration of the lists.
- (6) Officers transferred, reassigned or bumped into the worksite, and probationary officers eligible to work overtime shall be inserted on the OEL with hours equal to the officer(s) with the highest number of recorded hours on their shift in their RDO group. Such officers will be placed at the top of the rotation for the first assignment of mandatory overtime and then inserted into the list in accordance with their seniority.

e. Eligibility to Work Overtime While on Annual Leave: An employee on paid annual leave for periods of less than four

consecutive scheduled work days shall be allowed to work overtime for a shift that is outside his/her normal work schedule (Second preference consideration).

f. Errors in administering the overtime procedure shall be corrected in the following manner:

- An employee erroneously bypassed for overtime for the first time in a quarter shall be allowed to volunteer to work the next overtime shift of his/her choice.
- An employee erroneously bypassed for overtime a second time in a quarter shall be allowed to volunteer to work the next overtime shift of his/her choice, and paid an additional hour of pay at his/her regular rate of pay.
- An employee erroneously bypassed for overtime an additional time in a quarter shall be allowed to volunteer to work the next overtime shift of his/her choice, and paid an additional 4 hours of pay at his/her regular rate of pay.
- Errors in the recording of overtime hours on the list shall be corrected, and if the error results in an employee being bypassed for overtime shall be remedied in accordance with this section.
- An employee improperly mandated to work overtime shall be bypassed on the rotation for the next mandatory overtime shift he/she would have been available to work.

g. Zeroing Out Voluntary and Mandatory OEL's

(1) Voluntary OEL: To facilitate entries and calculations, the cumulative number of hours recorded for each employee on the voluntary OEL shall be zeroed out the 1st day of January, April, July and October.

(2) Mandatory OEL: The mandatory overtime list shall be maintained on an on-going rotational basis.

h. Access to the OEL: The OEL shall be kept available for review by employees and the chapter union officials.

i. Notes for DOC OEL Procedure

- (1) It is the intent that supervisors accept volunteers for overtime right up until the beginning of the shift, where necessary to avoid mandatory overtime.
- (2) An employee who has actually worked 120 or more hours since the beginning of the pay period shall be unavailable for voluntary or mandatory overtime for the balance of such pay period, however where unusual staffing conditions exist, MCO Central Office and DOC Labor Relations may agree to temporarily increase that limit to 160 hours for a particular facility. Such agreement will be reduced to writing through a Letter of Agreement.
- (3) An employee on a disciplinary suspension is ineligible to volunteer for overtime, except on any intervening RDOs.
- (4) The Employer or the Union may propose to place one or more shifts at a work location on pre-scheduled 6-day shift, provided such 6-day schedule is necessary for the safety and security of the institution.
- (5) An employee required to be a certain gender, or to have special qualifications or abilities to perform a particular overtime assignment, will be excluded from the overtime procedure. However, the hours worked on one of these assignments, if voluntary, shall be recorded.
- (6) The Union and the Department may agree to establish procedures for overtime after exhausting contractual procedures.
- (7) Employees who are in training shall be eligible by utilization of the OEL to work voluntary overtime at the conclusion of the training in order to avoid involuntary overtime.
- (8) In cases where employees have been mandated, employees working overlapping shifts, CRRs, CMOs, CMUOs and CTOs shall be eligible to volunteer. Employees volunteering from an overlapping shift shall be required to complete their primary shift and then report to the assignment for which they volunteered.

- (a) Where two or more bargaining unit members have volunteered for the overtime, the most senior employee shall receive the assignment.
 - (b) Overtime hours accrued under these circumstances shall not be recorded on the OEL. No penalty to the Employer shall be incurred under this provision.
 - j. If the Employer or the Union determines on a state-wide basis that compliance with contractual overtime provisions is a significant problem, the parties may reach an agreement to remedy continuing overtime errors.
2. Department of Community Health: In the Department of Community Health the following overtime distribution procedure shall apply except as noted below, or unless modified during secondary negotiations:
- a. Voluntary Overtime List: Overall preference for unscheduled overtime will be given to Forensic Security Assistants (FSAs) who are on the Voluntary Overtime List. First preference shall go to FSAs who are on duty. Second preference shall go to FSAs who are off duty. The Voluntary Overtime List shall be developed on a daily basis, shall not be carried over to other shifts or days, and shall be administered in the following manner:
 - (1) FSAs on duty shall call the area supervisor during the first six hours of the shift to activate their names for available overtime on the following shift.
 - (2) FSAs off duty shall call the area supervisor during the first six hours of the shift preceding the one they are volunteering to work. Their names and phone numbers will be recorded on the Voluntary Overtime List.
 - (3) After the six hour cut off time, a list will be prepared which will rank the employees by equalization hours, with first preference going to on-duty staff. This list will be used to assign available overtime.
 - (4) Such requests to work overtime must be for any area or assignment, provided that legally required or implied gender-

based selective certification requirements (if any) are maintained.

- (5) FSAs who place their name on the Voluntary Overtime List and subsequently refuse or were scheduled and do not work the overtime, will have those hours credited on the equalization list as if they worked.
- (6) In the event that two or more FSAs have worked an equal number of hours of overtime in the current quarter, the overtime will be distributed to these FSAs in seniority order.

b. Mandatory Overtime List:

- (1) If names on the Voluntary Overtime List are insufficient to provide the required coverage, mandatory overtime will be assigned to the first person on the Mandatory Overtime List who is currently on duty.
- (2) If the assignment is reasonably expected to last two hours or less, no relief coverage will be sought. If the assignment is expected to last more than two hours the area supervisor may assign mandatory overtime for the entire shift.
- (3) Forensic Security Supervisors may volunteer and replace an employee on a mandatory overtime assignment. The supervisor in these cases is expected to complete the full range of duties normally assigned to the mandated employee.
- (4) An employee will not be required to work mandatory overtime within 32 hours of their last overtime shift of more than four hours.
- (5) Mandatory overtime shall be waived for employees beginning a previously scheduled vacation (40 hours or more) unless a condition of general emergency exists.
- (6) Outside volunteers may replace mandated employees at all times. Efforts may be made to poll on duty employees or call in off-duty employees, to replace mandated employees.
- (7) Mandatory lists shall be "zeroed-out" on a fiscal year basis.

(8) An employee will be exempt from mandatory overtime on the last scheduled shift prior to the employee's previously approved leave time.

c. Overtime Equalization List: The overtime equalization list will be kept in the area supervisor's office and will be reasonably available for review by FSAs. This list shall be updated daily and recorded in tenths of hours. This list shall be zeroed out quarterly. Errors in administering the overtime equalization provisions of this agreement shall be corrected by restoring the employee to his/her rightful place on the applicable list, and offering to or bypassing the employee, as appropriate.

d. Preplanned Overtime:

(1) Definitions.

(a) Preplanned Overtime - The scheduling of overtime in advance of the time it is needed.

(b) Overtime Equalization List - A listing of overtime worked by employees. This listing shall be zeroed out quarterly.

(c) Register Book - A listing of pre-planned overtime assignments. This listing shall be separated by shift.

(2) Procedure.

(a) Preplanned overtime assignments may be used for U of M Hospital, 1-to-1 coverage, scheduling vacations and other known scheduling needs.

(b) The determination of the use and the number of preplanned assignments will be made by Management.

(c) Preplanned assignments will be posted in a locked bulletin board, outside the area supervisor's office, from Sunday through mid-shift Wednesday of the week preceding the week the preplanned overtime is needed. The posting will include the date, shift and number of staff needed.

(d) Employees interested in working the assigned time shall notify the area supervisor any time during the posting period.

- (e) Employees selected to work will have their names posted on the Friday preceding the overtime assignment.
- (f) In the event that a last minute preplanned overtime assignment is posted after the mid-shift Wednesday deadline, or the required number of employees needed has not been met, an employee may sign up at least 24 hours prior to the preplanned assignment. Employees signing up after this time (24 hours prior notice) shall place their names on the voluntary overtime list, in accordance with Section F.2.a. of this Article.
- (g) Preference will be given to registered staff who have worked the fewest overtime hours using the latest Overtime Equalization List.
- (h) All overtime will be recorded on the Overtime Equalization List.
- (i) Preplanned overtime arrangements have preference over the voluntary overtime lists. Preplanned overtime arrangements which have been canceled do not have preference over employees on the voluntary overtime lists.
- (j) Preplanned overtime assignments may be canceled without financial liability to the agency, by notifying the employee prior to reporting to duty. Employees not notified of cancellation and reporting for duty will receive call back pay (two hours).

e. Errors in the Administration of the Voluntary Overtime Lists

- (a) An employee erroneously bypassed for overtime for the first time in a quarter shall be allowed to volunteer to work the next overtime shift of his/her choice.
- (b) An employee erroneously bypassed for overtime a second time in a quarter shall be allowed to volunteer to work the next overtime shift of his/her choice, and paid an additional hour of pay at his/her regular rate of pay.
- (c) An employee erroneously bypassed for overtime an additional time in a quarter shall be allowed to volunteer to

work the next overtime shift of his/her choice, and paid an additional 4 hours of pay at his/her regular rate of pay.

- (d) Errors in the recording of overtime hours on the list shall be corrected, and if the error results in an employee being bypassed for overtime, shall be remedied in accordance with this section.

Section G. Probationary Employees.

Upon completion of eight-months of satisfactory service, probationary employees shall be placed on the mandatory overtime list, and shall be eligible to be placed on the voluntary overtime equalization list with a balance of overtime hours equal to those of the employee having worked the most hours on the list, so that such employees are last to be called. Forensic Security Assistants may be similarly placed on the applicable list after four months of satisfactory service. Probationary employees must remain in satisfactory status to be eligible to work overtime and must have completed their educational requirements.

Revisions in the overtime procedure, if any, due to the ratio of status to probationary employees at new facilities shall be discussed in secondary negotiations and will cover a period of up to one year from the date the new facility opened.

Section H. Emergency Overtime.

In an emergency situation, the Employer may assign required overtime hours without regard to the overtime equalization chart. However, emergency overtime hours worked shall be recorded on the chart. An emergency for purposes of this Section shall include an act of God, or a situation requiring the immediate mobilization of staff beyond that available on the shift.

Section I. Work in Progress.

The Union recognizes that work in progress shall be completed by the employee performing the work at the time the determination is made that the overtime work is necessary.

Section J. Modified Mandatory Overtime Premium.

The following shall be the modified mandatory overtime premium:

1. A non-probationary employee shall be paid two times the employee's regular rate of pay for all non-training mandatory overtime hours worked on his/her second RDO of the scheduled RDO set, provided:
 - a. The employee actually worked eight or more hours on the first day of the scheduled RDO set; and
 - b. The employee actually worked eight or more hours on such second RDO; and
 - c. The number of hours actually worked in the pay period containing such second RDO, minus "offset hours" (as defined in Subsection 2 below) exceeds 104 hours.
2. For purposes of Subsection 1.c. above, "offset hours" shall include:
 - a. Line-up time pursuant to Article 34; and
 - b. Time in non-pay status (lost time, AWOL time, suspensions, unpaid LOAs, etc.)
 - c. Paid leave time including: Annual leave; sick leave; compensatory time used; holiday leave; birthday leave; Deferred hours used; administrative leave for jury duty, job interviews (if granted), union negotiating activities; and time charged to the Union Administrative Leave Bank provided for in Article 7, Section E.
3. The calculations provided for herein shall be performed after the end of the pay period in question.
4. Hours payable at double-time rates pursuant to this Section shall be paid and shall not be credited as compensatory time.
5. Nothing herein shall be construed to authorize double time payment for any other overtime worked under the provisions of this contract.
6. Nothing herein shall be construed as a waiver of the 32-hour buffer period provided for in Sections F.1.f., and F.2. b. (4) of this Article.